

Avram E. Frisch, Esq.
The Law Office of Avram E. Frisch LLC
1 University Plaza, Suite 119
Hackensack, NJ 07601
201-289-5352
frischa@avifrischlaw.com
Attorney for Defendant

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

----- x

C&C ARC STONE REALTY LLC,

Plaintiff, Docket No. 2:24-cv-07447-EP-JSA

- against -

ANSWER WITH JURY DEMAND

NAYA STONE LLC,

Defendant.

----- x

Defendant, by and through its attorneys, The Law Office of Avram E. Frisch LLC. answering the complaint, says:

1. Admitted.
2. Admitted.
3. Admitted.
4. The allegation of this Paragraph are denied.
5. The allegations of this Paragraph 5 are admitted, and the Defendant refers the Court to the original lease as annexed to Plaintiff's complaint for its true contents.
6. Defendant refers the Court to the original lease as annexed to Plaintiff's complaint for its true contents. This dispute is part of a much larger dispute currently pending in the

Superior Court of New Jersey, Chancery Division as to the rights of the Defendant to exercise a purchase option.

7. Defendant refers the Court to the original lease as annexed to Plaintiff's complaint for its true contents, and otherwise denies the allegations of this Paragraph 7.
11. Defendant denies the allegations of this Paragraph. The issues are being litigated in the referenced action, but the Defendant is not in default under the Lease, as the Plaintiff has wrongly refused to allow exercise of the purchase option for the Premises. [Plaintiff has omitted Paragraphs 8-10 in its numbering].
12. Defendant denies the allegations of this Paragraph.
13. Defendant refers the Court to the true contents of the document alleged. The excerpts do not capture the full meaning of the document, and the allegations are thus denied.
14. The Defendant denies the allegations of this Paragraph.
15. The Defendant denies the allegations of this Paragraph.
16. Defendant denies the allegations of this Paragraph.
17. Defendant denies the allegations of this Paragraph.
18. Defendant denies the allegations of this Paragraph.
19. Defendant admits the allegations of this Paragraph insofar as it reflects that this matter and the other alleged issues are part of a broader dispute over the exercise of the purchase option that is worth millions of dollars.
20. Defendant denies the allegations of this Paragraph.
21. Defendant refers the Court to the original of the document alleged, and otherwise denies the allegations of this Paragraph.

22. Defendant lacks knowledge and information sufficient to form a belief as to the allegations of this Paragraph.

AFFIRMATIVE DEFENSES

1. Plaintiff's prior breach of its obligations to Defendant and refusal to honor the purchase option caused the loss complained of, and Plaintiff is not entitled to the relief being sought.
2. The Plaintiff's claim is barred because of the doctrine of unclean hands. Plaintiff is seeking to evict the Defendant to avoid the sale of the subject premises under the purchase option and not due to any default under the Lease.
3. The Plaintiff's claim is barred because of the Entire Controversy Doctrine.
4. The Plaintiff's claim is barred because any alleged loss to the Plaintiff is caused by its own negligence, or the negligence of third parties over which the Defendant has no control.
5. The Plaintiff's claim is barred because any alleged loss to the Plaintiff is caused by the fraud of the Plaintiff and/or the fraud of third parties over which the Defendant has no control.
6. The contract at issue was procedurally and substantively unconscionable and unenforceable.

WHEREFORE, Defendant demands that the Complaint be dismissed against it with prejudice.

Dated: Hackensack, New Jersey
July 12, 2024

Respectfully submitted,

THE LAW OFFICE OF AVRAM E. FRISCH LLC

By: /s/ Avram E. Frisch Avram
E. Frisch, Esq
Attorneys for Defendant

JURY DEMAND

Defendant demands a jury for all issues so triable.

THE LAW OFFICE OF AVRAM E. FRISCH LLC

By: /s/ Avram E. Frisch Avram
E. Frisch, Esq
Attorneys for Defendant

CERTIFICATION PURSUANT TO LOCAL RULE 11.2

Pursuant to Local rule 11.2, the undersigned certifies that to the best of his knowledge, the within matter in controversy is not the subject of any other action pending in any other Court or of a pending arbitration proceeding nor is any action or arbitration contemplated nor are other parties required to be joined in this action, other than a related action commenced by the Defendant in the Superior Court of New Jersey, Chancery Division under Docket No. BER-C-238-23 entitled Naya Stone LLC v. C&C Arc Stone Realty LLC

Hackensack, New Jersey
Dated: July 12, 2024

/s/ Avram E. Frisch
AVRAM E. FRISCH, ESQ.
Attorney for Defendant